

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 15																																																																																					
1. CONTRACT PURCH ORDER/AGREEMENT NO. <div style="border: 1px solid black; padding: 2px;">DAAE07-03-P-N150</div>			2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) <div style="border: 1px solid black; padding: 2px;">2003MAY12</div>		4. REQUISITION/PURCH REQUEST NO. <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>		5. PRIORITY <div style="border: 1px solid black; padding: 2px;">DOA4</div>																																																																																						
6. ISSUED BY TACOM AMSTA-AQ-AHPA JOSEPH MARLOWE (586) 574-7947 WARREN, MICHIGAN 48397-5000 EMAIL: MARLOWEJ@TACOM.ARMY.MIL HTTP://CONTRACTING.TACOM.ARMY.MIL			CODE <div style="border: 1px solid black; padding: 2px;">W56HZV</div>		7. ADMINISTERED BY (If other than 6) <div style="border: 1px solid black; padding: 2px;">DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 231 ARLINGTON HEIGHTS IL 60004-2451</div>			CODE <div style="border: 1px solid black; padding: 2px;">S1403A</div>		8. DELIVERY FOB <div style="border: 1px solid black; padding: 2px;"><input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)</div>																																																																																					
9. CONTRACTOR <div style="border: 1px solid black; padding: 2px;">AREA DIESEL SERVICE INC NORTH ON UNIVERSITY ST BOX 115 CARLINVILLE IL 62626-0015</div>			CODE <div style="border: 1px solid black; padding: 2px;">5Z018</div>		FACILITY <div style="border: 1px solid black; padding: 2px;"></div>		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>		11. X IF BUSINESS IS <div style="border: 1px solid black; padding: 2px;"><input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED</div>																																																																																						
NAME AND ADDRESS <div style="border: 1px solid black; padding: 2px;">TYPE BUSINESS: Other Small Business Performing in U.S.</div>			12. DISCOUNT TERMS <div style="border: 1px solid black; padding: 2px;">Net 30 Days</div>		13. MAIL INVOICES TO THE ADDRESS IN BLOCK <div style="border: 1px solid black; padding: 2px;">See Block 15</div>																																																																																										
14. SHIP TO <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>			CODE <div style="border: 1px solid black; padding: 2px;"></div>		15. PAYMENT WILL BE MADE BY <div style="border: 1px solid black; padding: 2px;">DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381</div>				CODE <div style="border: 1px solid black; padding: 2px;">HQ0339</div>		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2																																																																																				
16. TYPE OF ORDER <div style="border: 1px solid black; padding: 2px;">DELIVERY/CALL PURCHASE <input checked="" type="checkbox"/></div>												THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT. Reference your <input type="checkbox"/> Oral <input checked="" type="checkbox"/> Written Quotation <u>DAAE0703QN073</u> , Dated <u>2003MAR14</u> . <u>LAURIE DESPAIN</u> furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.																																																																																			
NAME OF CONTRACTOR												SIGNATURE												TYPED NAME AND TITLE												DATE SIGNED (YYYYMMDD)																																																											
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:																																																																																															
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>																																																																																															
18. ITEM NO.												19. SCHEDULE OF SUPPLIES/SERVICE <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price  KIND OF CONTRACT: Supply Contracts and Priced Orders</div>												20. QUANTITY ORDERED/ACCEPTED*												21. UNIT												22. UNIT PRICE												23. AMOUNT																																			
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.												24. UNITED STATES OF AMERICA RONALD KRAUS /SIGNED/ (586) 574-7158 KRAUSR@TACOM.ARMY.MIL BY: _____ CONTRACTING/ORDERING OFFICER																								25. TOTAL <div style="border: 1px solid black; padding: 2px;">\$35,773.24</div>												26. DIFFERENCES <div style="border: 1px solid black; padding: 2px;"></div>																																															
27a. QUANTITY IN COLUMN 20 HAS BEEN <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED</div>																																																																																															
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE																								c. DATE (YYYYMMDD)												d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE																																																											
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE																								28. SHIP. NO. <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL</div>												29. D.O. VOUCHER NO.												30. INITIALS <div style="border: 1px solid black; padding: 2px;"></div>																																															
f. TELEPHONE NUMBER												g. E-MAIL ADDRESS												31. PAYMENT <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL</div>												32. PAID BY												33. AMOUNT VERIFIED CORRECT FOR																																															
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.																								34. CHECK NUMBER												35. BILL OF LADING NO.																																																											
a. DATE (YYYYMMDD)												b. SIGNATURE AND TITLE OF CERTIFYING OFFICER												37. RECEIVED AT												38. RECEIVED BY (Print)												39. DATE RECEIVED (YYYYMMDD)												40. TOTAL CONTAINERS												41. S/R ACCOUNT NUMBER												42. S/R VOUCHER NO.											

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SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	TACOM	DISCLOSURE OF UNIT PRICE INFORMATION	DEC/2002

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

[End of Notice]

2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	MAR/2001
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(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil)

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 2950-01-016-9074 FSCM: 72582 PART NR: 5101431 SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY  NOUN: TURBOCHARGER PRON: EH3A8010EH      PRON AMD: 01      ACRN: AA AMS CD: 060011  THIS TURBOCHARGER IS A SOURCE CONTROLLED ITEM TO DETROIT DIESEL CORPORATION (CAGE 72582). THEIR PART NUMBER IS 5101431.  AREA DIESEL SERVICE, INC SHALL SUPPLY THE ABOVE SOURCE CONTROLLED PART NUMBER.  (End of narrative B001)  <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 5101431 DATE: 06-DEC-2002  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENT SHEET IN TDP UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                  SUPPL <u>REL_CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG_CD</u> <u>MARK FOR</u> <u>TP_CD</u> 001 W56HZV2331T771 W25GLU J 2 <u>DEL REL_CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001                   58                   10-SEP-2003  FOB POINT: Destination  SHIP TO: FREIGHT ADDRESS (W25GLU) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134	58	EA	\$_____616.78000	\$_____35,773.24



Name of Offeror or Contractor: AREA DIESEL SERVICE INC

CONTRACT ADMINISTRATION DATA

										JOB				
LINE	PRON/	OBLG								ORDER	ACCOUNTING		OBLIGATED	
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>						<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>		
0001AA	EH3A8010EH	AA	2	97	X4930AC9D	6D	26KB	S20113			W56HZV	\$	35,773.24	
060011														
											TOTAL	\$	35,773.24	
SERVICE										ACCOUNTING		OBLIGATED		
<u>NAME</u>	<u>TOTAL BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>							<u>STATION</u>	<u>AMOUNT</u>			
Army	AA		97	X4930AC9D	6D	26KB	S20113			W56HZV	\$	35,773.24		
											TOTAL	\$	35,773.24	

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CONTRACT CLAUSES

3	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
4	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
5	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
6	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
7	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
8	52.246-2	INSPECTION OF SUPPLIES--FIXED PRICE	AUG/1996
9	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
10	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I dated Dec 2000)	DEC/2000
11	52.204-4006 (TACOM)	INCORPORATION OF TACOM MASTER SOLICITATION FOR SIMPLIFIED ACQUISITIONS AND DESIGNATION OF F.O.B. POINT	MAY/2000

(a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.

(b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: <http://contracting.tacom.army.mil/opportunity.htm>

(c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.

(d) We hereby specify that the required F.O.B. point for this acquisition is destination.

(e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

12	52.211-4015 (TACOM)	CONFIGURATION CONTROL--ENGINEERING CHANGES	JUL/2002
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(a) DEFINITIONS:

(1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.

(2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request before you deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.

(3) Value Engineering Change Proposal (VECP). A proposal that --

(i) Requires a change to the instant contract; and

(ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --

(A) In deliverable end item quantities only;

(B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(C) To the contract type only.

(4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.

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(b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.

(c) Contractor Responsibility. ECPs, VECps, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDD)s which can be found at the following website: <http://contracting.tacom.army.mil/engr/engrchange.htm>. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.

- (1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is JE.
- (2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.

(3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:

- (i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
- (ii) Files in Adobe PDF (Portable Document Format).
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.
- (iv) Other electronic formats. Before preparing your ECPs, VECps or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.

- (d) Submittal Procedures for ECPs/VECPs/RFDs.
- (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.
  - (2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

ECPs, VECps, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the engineer majewskv@tacom.army.mil and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

- (f) Approval of ECPs, VECps and RFDs.
- (1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.
  - (2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.
  - (3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.

(g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.

(h) Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for,

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or bind the Government.

- (i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.
- (j) Questions.
- (1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).
- (2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

13	52.211-4053	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES	MAR/2000
	(TACOM)		

- (a) The purchase description or Technical Data Package (TDP) for this purchase order incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this purchase order, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.
- (b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are:N/A.
- (c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

14	52.246-4007	INSPECTION POINT: ORIGIN ACCEPTANCE POINT: ORIGIN (DIFFERENT SITE)	FEB/1995
	(TACOM)		

- (a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: ORIGIN Acceptance: ORIGIN
- (b) Origin inspection shall take place at the site specified below:
 

AREA DIESEL SERVICE, INC (CAGE 5Z018)  
 NORTH ON UNIVERSITY STREET  
 CARLINVILLE, IL 62626
- (c) Origin acceptance shall take place at the site specified below:
 

BENTLY WORLD-PACKAGING LTD. (CAGE 0BGE6)  
 5350 S. KIRKWOOD AVE  
 CUDAHY, WI 53110

[End of Clause]

15	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)	JUL/1995
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- (a) If this contract is awarded on an f. o. b. destination basis, and if transportation is accomplished by common carrier, parcel post, or other than common carrier, the Contractor agrees not to invoice until the supplies are shipped, and to retain the following evidence of shipment (EOS) documentation for a period of 4 years after completion of the contract.
- (1) If transportation is accomplished by common carrier, the Contractor will retain a signed copy of the commercial bill of lading of the supplies covered by the invoice, indicating the carrier's intent to ship said supplies to the destination specified in the contract.



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(2) If transportation is accomplished by parcel post, the Contractor will retain a copy of the mailing certificate, or

(3) If transportation is by other than common carrier or parcel post, the Contractor will retain the receipt copy of the appropriate delivery document showing receipt at the destination in the contract.

(b) Retention of the above EOS documentation and having the documentation available for subsequent review, if needed, eliminates the requirement to provide these documents with the Contractor's paper, or electronically transmitted, invoices.

[End of Clause]

16	252.225-7036	BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM, ALTERNATE I (SEP 1999)	MAR/1998
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(a) Definitions. As used in this clause-

(1) "Components" means those articles, materials, and supplies directly incorporated into end products.

(2) "Domestic end product" means-

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind-

(A) Determined to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality; or

(B) That the Secretary concerned determines would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) "End product" means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding installation and other services to be performed after delivery).

(4) "Foreign end product" means an end product other than a domestic end product.

(5) "North American Free Trade Agreement (NAFTA) country" means Canada or Mexico.

(6) "Canadian end product," means an article that-

(i) Is wholly the growth, product, or manufacture of Canada; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in Canada into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it so was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed that of the product itself.

(7) "Qualifying country" means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(8) "Qualifying country component" means an item mined, produced, or manufactured in a qualifying country.

(9) "Qualifying country end product" means-

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all

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its components.

(b) Unless otherwise specified, the North American Free Trade Agreement Implementation Act of 1993 (19 U.S.C. 3301 note) applies to all items in the Schedule.

(c) The Contractor agrees to deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country, Canadian, or other foreign end products in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation. An offer certifying that a qualifying country end product or a Canadian end product will be supplied requires the Contractor to supply a qualifying country end product or a Canadian end product, whichever is certified, or, at the Contractor's option, a domestic end product.

(d) The offered price of qualifying country end products, or Canadian end products for line items subject to the North American Free Trade Agreement Implementation Act, should not include custom fees or duty. The offered price of foreign end products listed in paragraph (c)(2)(iii) of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation, or the offered price of domestic end products that contain nonqualifying country components, must include all applicable duty. The award price will not include duty for end products or components that are to be accorded duty-free entry. Generally, each foreign end product listed in paragraph (c)(2)(iii) of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation is adjusted for the purpose of evaluation by adding 50 percent of the offered price, inclusive of duty.

[End of Clause]

17252.225-7037DUTY-FREE ENTRY--ELIGIBLE END PRODUCTSMAR/1998

(a) Definition. "Eligible end product," as used in this clause, means-

(1) "Designated country end product," "Caribbean Basin country end product," or "NAFTA country end product," as defined in the Trade Agreements clause of this contract;

(2) "NAFTA country end product," as defined in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this contract; or

(3) "Canadian end product," as defined in Alternate I of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this contract.

(b) The requirements of this clause apply to this contract and subcontracts, including purchase orders, that involve delivery of eligible end products to be accorded duty-free entry whether placed-

(1) Directly with a foreign concern as a prime contract; or

(2) As a subcontract or purchase order under a contract with a domestic concern.

(c) Except as otherwise approved by the Contracting Officer, no amount is or will be included in the contract price for duty for eligible end products.

(d) The Contractor warrants that-

(1) All eligible end products, for which duty-free entry is to be claimed under this clause, are intended to be delivered to the Government; and

(2) The Contractor will pay any applicable duty to the extent that such eligible end products, or any portion thereof (if not scrap or salvage) are diverted to nongovernmental use, other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer.

(e) The Government agrees to execute duty-free entry certificates and to afford such assistance as appropriate to obtain the duty-free entry of eligible end products for which the shipping documents bear the notation specified in paragraph (f) of this clause, except as the Contractor may otherwise agree.

(f) All shipping documents submitted to Customs, covering eligible end products for which duty-free entry certificates are to be issued under this clause, shall-

(1) Consign the shipments to the appropriate-

(i) Military department in care of the Contractor, including the Contractor's delivery address; or

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(ii) Military installation; and

(2) Include the following information-

(i) Prime contract number, and delivery order if applicable;

(ii) Number of the subcontract/purchase order for foreign supplies if applicable;

(iii) Identification of carrier;

(iv)

(A) For direct shipments to a U.S. military installation, the notation: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142, and notify Commander, Defense Contract Management Command (DCMC) New York, ATTN: Customs Team, DCMCN-GNIC, 207 New York Avenue, Staten Island, New York 10305-5013, for execution of Customs Forms 7501, 7501A, or 7506 and any required duty-free entry certificates.

(B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCMC, NY, for execution of the duty-free certificate. (Note: In those instances where the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required, the contractor or its agent shall claim duty-free entry under NAFTA or other trade agreement and shall comply with the U.S. Customs Service requirements. No notification to Commander, DCMC, NY, is required.

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);

(vi) Estimated value in U.S. dollars; and

(vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCMC Dayton, S3605A.

(g) Preparation of customs forms.

(1) Except for shipments consigned to a military installation, the Contractor shall prepare, or authorize an agent to prepare, any customs forms required for the entry of eligible end products in connection with DoD contracts into the United States, its possessions, or Puerto Rico. The completed customs forms shall be submitted to the District Director of Customs with a copy to DCMC NY for execution of any required duty-free entry certificates. Shipments consigned directly to a military installation will be released in accordance with 10.101 and 10.102 of the U.S. Customs regulations.

(2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.

(h) The Contractor agrees-

(1) To prepare (if this contract is placed directly with a foreign supplier), or to instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;

(2) To consign the shipment as specified in paragraph (f) of this clause; and

(3) To mark the exterior of all package as follows:

(i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE;" and

(ii) The activity address number of the contract administration office actually administering the prime contract.

(i) The Contractor agrees to notify the Contracting Officer administering the prime contract in writing of any purchase under the contract of eligible end products to be accorded duty-free entry that are to be imported into the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The notice shall be furnished to the contract

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administration office immediately upon award to the supplier of the eligible end products. The notice shall contain-

- (1) Prime contractor's name, address, and CAGE code;
- (2) Prime contract number, and delivery order number if applicable;
- (3) Total dollar value of the prime contract or delivery order;
- (4) Expiration date of the prime contract or delivery order;
- (5) Foreign supplier's name and address;
- (6) Number of the subcontract/purchase order for eligible end products;
- (7) Total dollar value of the subcontract for eligible end products;
- (8) Expiration date of the subcontract for eligible end products;
- (9) List of items purchased;
- (10) An agreement by the Contractor that any applicable duty shall be paid by the Contractor to the extent that such eligible end products are diverted to nongovernmental use other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer; and
- (11) The scheduled delivery date(s).

[End of Clause]

18

52.204-4005  
(TACOM)

REQUIRED USE OF ELECTRONIC CONTRACTING

DEC/2002

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

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(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

19            52.204-4009            MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION            JUN/1999  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

20            52.211-4018            ACQUISITION OF MANUFACTURER'S PART NUMBER            MAY/1996  
(TACOM)

This acquisition is restricted to the item description set forth in the Schedule which specifies a manufacturer's part number. Since complete Government data for the item are not available, it is understood and agreed that references to specifications and drawings herein shall be deemed to include all changes or revisions thereto which the contractor has made effective as of the date of delivery of any of the items provided for in this contract; provided, that no such change or revision which affects the interchangeability of the item (ability to be interchanged with previous parts or to connect with all mating parts when assembled) shall be effected without the approval of the Procuring Contracting Officer. The contractor agrees that he will furnish to the Administrative Contracting Officer or Government Inspector, for the purpose of making inspection under any resulting contract, copies of the applicable specifications and drawings indicating all changes or revisions.

[End of Clause]

21            52.211-4036            FORMAT OF THE TECHNICAL DATA PACKAGE            APR/2000  
(TACOM)

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(a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing or copying/printing service, to have hard copies produced.

(b) TDPs available via the TACOM Contracting Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

USATACOM  
AMSTA-CM-CDD (TDP Requests)  
Warren, MI 48397-5000

Make checks payable to the United States Treasury. Points of Contact for this initiative: Gerri Mackey and Diane Woods at (586) 574-7061, and Gloria McCullough at (586) 574-7064.

[End of Provision]

22            52.215-4404            DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY            MAY/2002  
The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of clause]

23            52.246-4026            LOCAL ADDRESS FOR DD FORM 250            MAR/2002  
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

24            52.247-4016            HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS            JUL/2002

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(TACOM)

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]